

smart # 06080180

EXECUTIVE
ORDER

NO. 077171

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

I hereby accept and approve Appendix B to the collective bargaining agreement between the Lincoln Police Union and the City of Lincoln providing for an Addendum to the contract for twelve-hour shifts for the balance of the existing contract through August 31, 2008. This Executive Order supercedes Executive Order No. 075600 dated February 13, 2006, which approved the previous Addendum to provide for twelve-hour shifts on a trial basis. This Executive Order and Appendix B shall replace the previously approved executive order and Appendix B providing for twelve-hour shifts on a trial basis.

The City Clerk is directed to return the executed copy of this Executive Order and Appendix B to Don Taute, in the Personnel Department, for transmittal to the parties.

DT3675D

Dated this 6 day of Sept, 2006.

Coleen J. Seng
Coleen J. Seng, Mayor

Approved as to Form & Legality:

Approved:

[Signature]
Assistant City Attorney

[Signature]
Tom Casady, Lincoln Police Dept.

[Signature]
Don Taute, Personnel Dept.

APPENDIX B

ADDENDUM FOR 12 HOUR SHIFTS

ARTICLE 1 DEFINITIONS

J. **WORK WEEK** is hereby defined to mean forty (40) hours of work consisting of five eight hours shifts or four ten hour shifts, or an alternating thirty-six (36) or forty-eight (48) hours of work consisting of three or four twelve hour shifts with either two, three, or four consecutive days off.

L. **WORKING DAY** is hereby defined as the consecutive eight, ten, or twelve hour period of time that the employee is on duty with the Department.

ARTICLE 11 SENIORITY

Section 5. ... During the month of January, each Team/Unit shall open its holiday and vacation schedule for the remainder of the bid year. Each Officer may request any holiday off and any vacation leave (in blocks for 36 hours or more) by seniority, and the Team/Unit will approve any time off based on seniority. After January 31, any additional requests for vacation, holiday or compensatory time off will be considered and approved or denied on a first come first served basis.

ARTICLE 14 HOLIDAYS

Section 3. HOLIDAY PAY. The following policies for holiday pay and arrangements for holiday pay shall govern:

- c. Regular full-time employees who normally work twelve (12) hour shifts will be credited with pay at straight time not to exceed eight (8) hours for each of the holidays authorized by this Article that fall on the employee's day off, provided, however, that employees who work twelve (12) hours who are scheduled off will receive twelve (12) hours pay at straight time. Those regular full-time employees who are scheduled to and actually work a twelve (12) hour holiday shift will instead be credited with eighteen (18) hours of holiday pay.
- d. Employees scheduled to work on a holiday and who work past their eight (8), ten (10), or twelve (12) hour work day, will be paid three (3) times their straight time rate of pay for all overtime hours worked.
- e. Employees scheduled off on a holiday or who have a holiday on their regular day off, and who work overtime on a holiday, will receive holiday pay as set forth in Subsection (b) plus one and one-half (1 ½) times their rate of pay for overtime hours worked. (2-4 hour minimum). This would be the employee's rate of pay until such time as the employee worked overtime in excess of his eight (8), ten (10), or twelve (12) hours. Then his overtime rate would be three (3) times his regular rate of pay, as per Subsection (c).

ARTICLE 18 HOURS OF WORK AND DUTY SHIFTS

Section 1. From time to time, ten (10) or twelve (12) hour working shifts may be made available. When ten (10) or twelve (12) hour working shifts are available, the option, within demand constraints, to work these shifts will be made available to employees working eight (8) hour shifts. When an employee elects

to change their work shift to either an eight (8), ten (10) or twelve (12) hour shift, he may not, without management consent, again change his work shift to a different number of hours.

Section 2. Each employee shall be entitled to either two (2), three (3), or four (4) consecutive days off each week, consistent with the work day in Section 1.

Section 6. The eight (8), ten (10), or twelve (12) hours constituting a day's work, as provided for in Section 1, shall include one (1) break period per four hours of shift worked. The two (2) break periods for eight (8) and ten (10) hour shifts and three (3) break periods for twelve (12) hour shifts shall be paid and shall each be fifteen (15) minutes in duration.

Section 8. Employees working twelve (12) hour work days are required to flex off a total of four (4) hours within the two week work period. The four (4) hours or any portion thereof may be taken by the employee at any time during the work period with supervisory or management approval, consistent with the needs of the Department, provided that employees who have failed to take the four (4) hours off or schedule the four (4) hours off by the fifth scheduled working day in their work period will be asked to schedule this time off. In the event that no mutually agreeable time can be found, the needs of the Department, as determined by the supervisor or manager, shall take precedence in determining the scheduling for the four (4) hours flex time, provided that the four (4) hours or any remaining portion of the flex time will be taken at the beginning or the end of the scheduled work shift.

ARTICLE 19 OVERTIME, CALL BACK, AND STANDBY PAY

Section 2. OVERTIME PAY. Work performed by employees in excess of eight (8) hours per day under a five (5) day work week, ten (10) hours per day under a four (4) day work week, or twelve (12) hours per day under a twelve (12) hour shift work schedule shall be compensated at the rate of one and one-half (1 ½) times the number of hours worked in excess of eight (8), ten (10) or twelve (12) hours per day, whichever is appropriate, and in excess of eighty (80) hours per work period. For the purpose of the Agreement, this Article shall be construed and interpreted as required payment of overtime hours worked in excess of eight (8), ten (10), or twelve (12) hours per day, as appropriate, and also for hours in excess of eighty (80) hours per work period. Overtime shall not be paid twice for the same hours worked.

Letter of Agreement

The Lincoln Police Union and the City of Lincoln mutually agree to the changes listed in Appendix B, Addendum for 12 hour shifts, in the Union Contract for the purpose of implementing a twelve (12) hour shift. This agreement in no way alters any other provision of the Union Contract. This agreement will be in effect for the January, 2007 bid year through the end of the existing contract, August 31, 2008.


The Lincoln Police Union and the City of Lincoln also agree that should any additional contract issues relating to the implementation of twelve hour shifts arise, both sides will meet and attempt to reach a mutually acceptable change to the Union contract.

IN WITNESS WHEREOF, the parties have set their hands this 4 day of Sp, 2006.

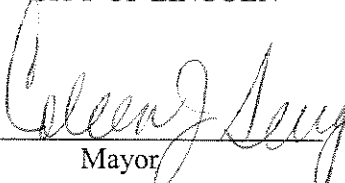
LINCOLN POLICE DEPARTMENT

CITY OF LINCOLN

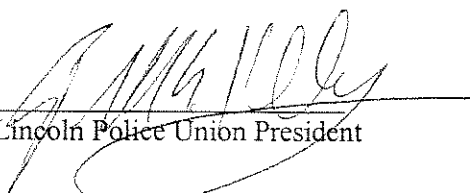
LINCOLN POLICE UNION



Chief of Police



Mayor



Lincoln Police Union President